IMPORTANT INFORMATION FOR THE GALAXY CORE Prime™

Samsung
GALAXY CORE Prime™

Virgin mobile

IMPORTANT SAFETY INFORMATION

Important information about your phone can be accessed in writing on the mobile device, or at **www.samsung.com**.

Read this information before using your mobile device.

Warranty Information

Samsung Limited Warranty - This product is covered under the applicable Samsung Limited Warranty. Full written terms and detailed information about the warranty and obtaining service are available:

- On the device, tap **Settings** > **About device** > **Legal information** > **Samsung legal** > **Warranty**
- Online at:
  - English: **www.samsung.com/us/Legal/Phone-HSGuide**
  - Spanish: **www.samsung.com/us/Legal/Phone-HSGuide-SP**

End User License Agreement for Software

The End User License Agreement (EULA) for this device is available:

- On the device, tap **Settings** > **About device** > **Legal information** > **Samsung legal** > **End User License Agreement**
- Online at **www.samsung.com/us/Legal/SamsungLegal-EULA2**

Health and Safety Information

The complete Health and Safety document is available:

- On the device, tap **Settings** > **About device** > **Legal information** > **Samsung legal** > **Health and Safety**
- Online at:
  - English: **www.samsung.com/us/Legal/Phone-HSGuide**
  - Spanish: **www.samsung.com/us/Legal/Phone-HSGuide-SP**

Warning! This product contains chemicals known to the State of California to cause cancer and reproductive toxicity. For more information, please call 1-800-SAMSUNG (726-7864).

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Samsung or its respective suppliers relating to the SAMSUNG Phone, including but not limited to, accessories, parts, or software relating thereto (the “Phone System”), is proprietary to Samsung and protected under federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship. You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with SAMSUNG and its suppliers.

Open Source Software

Some software components of this product incorporate source code covered under GNU General Public License (GPL), GNU Lesser General Public License (LGPL), OpenSSL License, BSD License and other open source licenses. To obtain the source code covered under the open source licenses, please visit:

http://opensource.samsung.com.

Disclaimer of Warranties; Exclusion of Liability

EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED ON THE WARRANTY PAGE ENCLOSED WITH THE PRODUCT, THE PURCHASER TAKES THE PRODUCT "AS IS", AND SAMSUNG MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE; THE DESIGN, CONDITION OR QUALITY OF THE PRODUCT; THE PERFORMANCE OF THE PRODUCT; THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS.

Modification of Software

SAMSUNG IS NOT LIABLE FOR PERFORMANCE ISSUES OR INCOMPATIBILITIES CAUSED BY YOUR EDITING OF REGISTRY SETTINGS, OR YOUR MODIFICATION OF OPERATING SYSTEM SOFTWARE.

USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR DEVICE AND APPLICATIONS TO WORK IMPROPERLY. YOUR CARRIER MAY NOT PERMIT USERS TO DOWNLOAD CERTAIN SOFTWARE, SUCH AS CUSTOM OS.

SAFE™ (Samsung For Enterprise)

SAFE™: "SAFE™" (Samsung For Enterprise) is a mark for a Samsung device which has been tested against Samsung's own internal criteria for interoperability with certain third party security-related solutions for MDM and VPN. The testing includes field testing with local network connection and menu tree testing which tests functionality of the solutions in conjunction with the Samsung device. During the testing, the device is tested with the security solutions to see if the solutions work with the device as described by the third party security solution providers. The testing, for example, includes field testing with local network connection and menu tree testing which tests functionality of the solutions in conjunction with the Samsung device. For more information about Samsung's SAFE™ program, please refer to **www.samsung.com/us/safe**.

Disclaimer of Warranties: EXCEPT AS OTHERWISE PROVIDED IN THEIR STANDARD END USER LICENSE AND WARRANTY, TO THE FULL EXTENT PERMITTED BY LAW SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., AND THEIR AFFILIATES (COLLECTIVELY

REFERRED TO HEREIN AS THE "SAMSUNG ENTITIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY OR NON-INFRINGEMENT, WITH RESPECT TO INFORMATION TECHNOLOGY SECURITY PROTECTION, SAFE™ DEVICES AND APPLICATIONS TESTED WITH SAFE™ DEVICES. IN NO EVENT SHALL THE SAMSUNG ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO INFORMATION TECHNOLOGY SECURITY PROTECTION, SAFE™ DEVICES OR APPLICATIONS TESTED WITH SAFE™ DEVICES. In addition, information technology security protection will be affected by features or functionality associated with, among other things the e-mail platform, master data management, and virtual private network solutions selected by the software provider, solution provider or user. Choice of an e-mail, master data management, and virtual private network solution is at the sole discretion of the software provider, solution provider or user and any associated effect on information technology security protection is solely the responsibility of the software provider, solution provider or user. For complete statement of limited warranty, please refer to: **www.samsung.com/us/safe**, available on the web and where Samsung smartphones and mobile devices are sold. [010115]

Samsung Electronics America (SEA), Inc

Address:

85 Challenger Road

Ridgefield Park, New Jersey 07660

Phone: 1-800-SAMSUNG (726-7864)

Internet Address:

www.samsung.com

©2015 Samsung Electronics America, Inc. Samsung is a registered trademark of Samsung Electronics Co., Ltd.

Do you have questions about your Samsung Mobile Device?

For 24 hour information and assistance, we offer a new FAQ/ARS System (Automated Response System) at:

www.samsung.com/us/support

This section outlines the safety precautions associated with using your phone. The terms “mobile device” or “cell phone” are used in this section to refer to your phone. **Read this information before using your mobile device**.

Specific Absorption Rate (SAR) Certification Information

Your wireless device is a radio transmitter and receiver. It is designed and manufactured not to exceed the exposure limits for Radio Frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government.

These FCC RF exposure limits are derived from the recommendations of two expert organizations: the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The RF exposure limit set by the FCC for wireless mobile phones employs a unit of measurement known as the Specific Absorption Rate (SAR). The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC requires wireless phones to comply with a safety limit of 1.6 watts per kilogram (1.6 W/kg).

The FCC SAR limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

SAR tests are conducted using standard operating positions accepted by the FCC with the phone transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the phone while operating can be well below the maximum reported value. This is because

the phone is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the device.

Before a new model device is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the SAR limit established by the FCC. Tests for each model phone are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC. For body-worn operation, this device has been tested and meets FCC RF exposure guidelines when used with an accessory that contains no metal and that positions the mobile device a minimum of 1.5 cm from the body. Use of other accessories may not ensure compliance with FCC RF exposure guidelines. The FCC has granted an Equipment Authorization for this mobile device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines.

The maximum SAR values for this model phone as reported to the FCC are:

Simultaneous Transmission Head:
1.17 W/Kg

Simultaneous Transmission Body-worn:
1.18 W/Kg

The SAR information for this device can also be found on Samsung's website:

www.samsung.com/sar.

SAR information on this and other mobile devices can be accessed online on the FCC's website through **http://transition.fcc.gov/oet/rfsafety/sar.html**. To find information that pertains to a particular model, this site uses the device FCC ID number which is usually printed somewhere on the case of the device. Sometimes it may be necessary to

remove the battery pack to find the number. Once you have the FCC ID number for a particular device, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular phone. Additional SAR information can also be obtained at:

www.fcc.gov/encyclopedia/specific-absorption-rate-sar-cellular-telephones.

Commercial Mobile Alerting System (CMAS)

This device is also designed to receive CMAS alerts, known as Personal Localized Alerting Network ("PLAN") alerts. If your wireless provider has chosen to participate in CMAS/PLAN, alerts may be available while in the provider's coverage area. If you travel outside your provider's coverage area, alerts may not be available. For more information, please contact your wireless provider.

GPS & AGPS

Certain Samsung mobile devices can use a Global Positioning System (GPS) signal for location-based applications. A GPS uses satellites controlled by the U.S. Government that are subject to changes implemented in accordance with the Department of Defense policy and the 2008 Federal Radio navigation Plan (FRP). Changes may affect the performance of location-based technology on your mobile device.

Certain Samsung mobile devices can also use an Assisted Global Positioning System (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service provider's network and therefore airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. The location-based information may be shared with third-parties, including your wireless service provider, applications providers, Samsung, and other third-parties providing services.

Use of AGPS in Emergency Calls

When you make an emergency call, the cellular network may activate AGPS technology in your mobile device to tell the emergency responders your approximate location.

AGPS has limitations and **might not work in your area**. Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the mobile device for as long as the emergency responder instructs you.

Navigation

Maps, directions, and other navigation-data, including data relating to your current location, may contain inaccurate or incomplete data, and circumstances can and do change over time. In some areas, complete information may not be available. **Therefore, you should always visually confirm that the navigational instructions are consistent with what you see before following them. All users should pay attention to road conditions, closures, traffic, and all other factors that may impact safe driving or walking. Always obey posted road signs.**

Emergency Calls

This mobile device, like any wireless mobile device, operates using radio signals, wireless and landline networks, as well as user-programmed functions, which cannot guarantee connection in all conditions, areas, or circumstances.

Therefore, you should never rely solely on any wireless mobile device for essential communications (medical emergencies, for example). Before traveling in remote or underdeveloped areas, plan an alternate method of contacting emergency services personnel. Remember, to make or receive any calls, the mobile device must be switched on and in a service area with adequate signal strength.

Emergency calls may not be possible on all wireless mobile device networks or when certain network services and/or mobile device features are in use. Check with local service providers. If certain features are in use (call blocking, for example), you may first need to deactivate those features before you can make an emergency call. Consult your User Manual and your local cellular service provider. When making an emergency call, remember to give all the necessary information as accurately as possible. Remember that your mobile device may be the only means of communication at the scene of an accident; do not cut off the call until given permission to do so.

To make an emergency call:

1. If the mobile device is not on, switch it on.
2. Open your phone dialer.
3. Enter the emergency number for your present location (for example, 911 or other official emergency number), then tap Call/Send. Emergency numbers vary by location.

FCC Hearing Aid Compatibility (HAC) Regulations for Wireless Devices

The U.S. Federal Communications Commission (FCC) has established requirements for digital wireless mobile devices to be compatible with hearing aids and other assistive hearing devices.

When individuals employing some assistive hearing devices (hearing aids and cochlear implants) use wireless mobile devices, they may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and mobile devices also vary in the amount of interference they generate.

The wireless telephone industry has developed a rating system for wireless mobile devices to assist hearing device users find mobile devices that may be compatible with their hearing devices. Not all mobile devices have been rated. Mobile devices that are rated have the rating on their box or a label located on the box.

The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated mobile device successfully. Trying out the mobile device with your hearing device is the best way to evaluate it for your personal needs.

M-Ratings: Wireless mobile devices rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than mobile devices that are not labeled. M4 is the better/higher of the two ratings. M-ratings refer to enabling acoustic coupling with hearing aids that do not operate in telecoil mode.

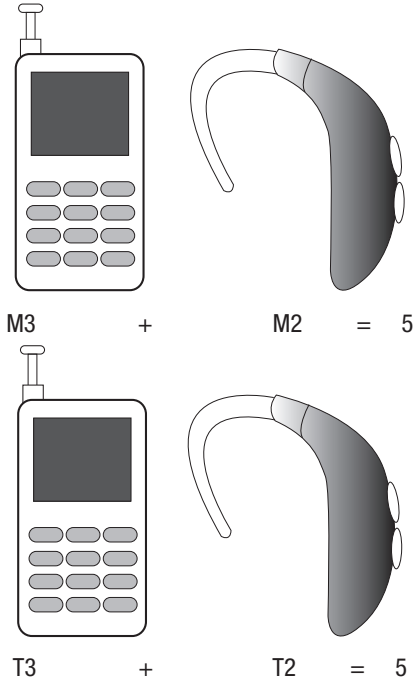
T-Ratings: Mobile devices rated T3 or T4 meet FCC requirements and are likely to generate less interference to hearing devices than mobile devices that are not labeled. T4 is the better/higher of the two ratings. T-ratings refer to enabling inductive coupling with hearing aids operating in telecoil mode.

Hearing devices may also be rated. Your hearing aid manufacturer or hearing health professional may help you find this rating. Higher ratings mean that the hearing device is relatively immune to interference noise.

Under the current industry standard, American National Standards Institute (ANSI) C63.19, the hearing aid and wireless mobile device rating values are added together to indicate how usable they are together. For example, if a hearing aid meets the M2 level rating and the wireless mobile device meets the M3 level rating, the sum of the two values equals M5.

Under the standard, this should provide the hearing aid user with normal use while using the hearing aid with the particular wireless mobile device. A sum of 6 or more would indicate excellent performance.

However, these are not guarantees that all users will be satisfied. T ratings work similarly.



The HAC rating and measurement procedure are described in the American National Standards Institute (ANSI) C63.19 standard.

HAC for Newer Technologies

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids.

It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility.

If you have questions about return or exchange policies, consult your service provider or phone retailer.

Caution! **Some applications or prolonged usage may increase device temperature.** Prolonged skin contact with a device that is hot to the touch may produce skin discomfort or redness, or low-temperature burns. If the device feels hot to the touch, discontinue use and close all applications or turn off the device until it cools. Always ensure that the device has adequate ventilation and air flow. Covering the device with bedding, your body, thick clothing or any other materials that significantly affect air flow may affect the performance of the phone and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or damage to property.

Restricting Children's Access to Your Mobile Device

Your mobile device is not a toy. Do not allow children to play with it because they could hurt themselves and others, damage the mobile device, or make calls that increase your mobile device bill.

Keep the mobile device and all its parts and accessories out of the reach of small children.

[**Page left intentionally blank**]

GENERAL TERMS AND CONDITIONS OF SERVICE

Please note that these terms may not be the most current version. A current version of the terms is available at **virginmobileusa.com/datashare/legal/** or upon request. For further information on Virgin Mobile plans, products, and services go to **virginmobileusa.com/datashare** or call Virgin Mobile Customer Care at **1-844-326-1261**.

Basic Definitions

In this document: (1) "we," "us," "our," "Virgin Mobile" means Virgin Mobile USA, L.P.; (2) "you," "your," "customer," and "user" mean an account holder or user with us; (3) "Device" means any phone, aircard, mobile broadband device, tablet, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; (4) "Virgin Mobile Application" means the application installed on your Device allowing you to manage your Virgin Mobile account from your Device; and (5) "Service" means Virgin Mobile -branded offers, rate or service plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us. "Service(s)" also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service ("Ts&Cs").

The Service Agreement

These Ts&Cs are part of your service agreement with us (the "Agreement") and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION**

PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION. In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the subscriber agreement and transaction materials that you receive and accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current Agreement and transaction materials apply); (iii) any confirmation materials that we may provide to you; and (iv) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

Additional Terms

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Virgin Mobile or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Virgin Mobile is not responsible for these third-party items and associated terms.

Our Policies

Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

Service Activation

To activate the Service, you must both create your Virgin Mobile account and pay for applicable subscription charges (defined in the "Types of Charges" section) based on the service plan you select. To establish an account balance, pay a subscription charge, or make any other appropriate payments, follow the instructions provided with the equipment; at **my.virginmobileusa.com**; or through the Virgin Mobile Application installed on your device.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. If you lose your eligibility for a particular rate plan or if a particular rate plan is no longer supported or available, we may change your rate plan to one for which you qualify. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see "Providing Notice To Each

Other Under The Agreement" section). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of a change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interests, or our networks.

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request, and in some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We may credit or refund any subscription or other

charges as a result of a change of Services. We may—but are not obligated to—provide you the opportunity to authorize someone else to have account control and make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

Restrictions On Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

Your Device, Number, & Email Address

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another

carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our authorized retail locations or virginmobileusa.com/datashare/check-cell-phone-coverage. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both**

within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)–may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes or data used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). For information on whether roaming applies, see your service plan details.

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/ minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/ minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. To improve data experience for the majority of users, streaming throughput may be limited, varied or reduced on the network. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Virgin Mobile may be deleted, modified, or damaged. You

may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, mobile broadband card plans, wireless router plans, etc.).

Software License

If Virgin Mobile provides you software as part of the Service and there are not software license terms provided with the software (by Virgin Mobile or by a third party), then Virgin Mobile grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own

individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Virgin Mobile may revoke this license at any time.

Fees, Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, line fees, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be **informed** of these types of fees before we complete the requested transaction.

Usage Charges

The types of charges that you incur will vary depending on the Service used and your service plan. **You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device(s) even if you did not authorize its use.** Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual charges applicable to your Service, see the detailed plan or other information we make available or refer you to during the sales transaction, on the Virgin Mobile Application or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, international

Services, additional voice minutes, premium services (identified at the time of Service activation) and Web access. If you (the account holder) allow end users to access or use your Device(s), you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your Device or your Device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, plan or subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance.

Types of Charges

We typically assess the following types of charges: (1) "pay-per-use charges," which are charges assessed each time a Service is used; (2) "subscription charges," which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for Services end at 11:59 p.m., in the time zone in which your phone number is based, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) "download

charges," which are charges assessed when you download or access content, which we may collect on behalf of ourselves or third-party content providers.

How We Calculate Your Charges

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won't be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. You're charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance may vary depending on your selected plan. Call time data displayed on your device may be inaccurate and may not be relied upon for determining charges to your account. Call time for a single call may be subject to a maximum duration and may be automatically terminated if the maximum duration is exceeded.

Data Usage: Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes–not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and

sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage-for example, the size of downloadable files-are not reliable predictors of actual usage.

Taxes & Government Fees

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice.

Surcharges

You agree to pay all Virgin Mobile surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; Regulatory and administrative charges;

gross receipts charges, and other charges. **Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you to recover certain costs, and are kept by us. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the amount for these charges, and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

Disputing Charges

Any dispute to a charge that we assess you must be made in writing within 60 days of the date we deduct the charge from your account balance. You accept all charges not properly disputed within the above time period. If you have questions about any electronic transfer, or if you believe there is an error regarding an automatic payment reflected on your account, please call us as soon as possible or write us at the address noted in the "Providing Notice to Each Other Under the Agreement" section below.

About Account Balances

To keep your account active and avoid service interruption, you must add enough funds in your cash balance to cover any applicable subscription charges, as detailed in your Service plan. Account balances are not transferable, redeemable for cash, or refundable. Charges are deducted from either your account balance or you may be able to pay for certain services with a credit card, debit card or, as available, Paypal account (a "registered payment method"). There may be limits on your account administration, for example account balance, number change, and device changes. See the detailed plan or other information we provide or refer you to during the sales transaction (also available at **virginmobileusa.com/datashare**). for the account status rules that apply to your Service.

Establishing or Replenishing Account Balances

Information on how you can establish and maintain an account balance will be provided at activation and is also available at virginmobileusa.com/datashare or through Virgin Mobile Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from

an account; or other limitations imposed by us or the financial institution that holds the account.

Switching between Service Plans: Unless otherwise provided in the detailed plan or other information we provide or refer you to during the sales transaction, you may switch or modify current Virgin Mobile service plans. When you modify your service plan you will not receive a refund of any portion of amount previously paid, but not used. Some service plans are available only on certain phones. Check **virginmobileusa.com/datashare** for details and options.

Refunds: We are not responsible for, nor do we refund, lost, stolen, misused, or damaged replenishment cards. We do not accept returns of or provide refunds for replenishment cards. Please ask your retailer any questions regarding its return policy. Replenishment cards must be applied to your account within the time specified on the card. All replenishment card sales are final and non-refundable regardless of who uses or possesses your mobile phone or device after you purchase services, and regardless of whether the mobile phone or device is used with your consent or knowledge.

Protecting Our Networks & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage–for example, message filtering/ blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line or use as a monitoring

service); etc. For additional information on what we do to protect our customers, networks, Services and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

Your Privacy

Our Privacy Policy is available at **virginmobileusa.com/datashare/privacy**. This policy may change from time to time, so review it with regularity and care.

Call Monitoring: To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls you make to us or we make to you (for example, your conversations with our customer service or sales departments).

Authentication and Contact: You (the account holder) must provide an email address, account password and an answer to a security question before any account related information is provided or modified when you contact Customer Care. You agree to protect your passwords, and other account access credentials like your security question from loss or disclosure. You further agree that Virgin Mobile may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration,

type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Virgin Mobile to disclose your information–including location information (when applicable)–to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Virgin Mobile to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information on Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Virgin Mobile is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on

your Device. If you exchange, return, or recycle your Device through us, you must remove all data from your Device before you submit your Device to us.

Location-Enabled Services

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Virgin Mobile or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

911 Or Other Emergency Calls

Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your

location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")–where enabled by local emergency authorities–uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911–you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen so we can remove the device from your account or suspend your account. You may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your device within 120 days from the date we suspended your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable) and, if applicable, you may lose your phone number.

Disclaimer of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. VIRGIN MOBILE PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

You Agree That We Are Not Responsible For Certain Problems

You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g)

information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Virgin Mobile storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each.

You Agree That Our Liability Is Limited – No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Virgin Mobile each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Virgin Mobile agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

Mandatory Arbitration and Waiver of Class Action

Instead of suing in court, you and Virgin Mobile agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and Virgin Mobile are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, any claims or controversies against each

other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Virgin Mobile brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Virgin Mobile Custom, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Virgin Mobile Custom; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

Dispute Notice and Dispute Resolution Period

Before initiating arbitration or a small claims matter, you and Virgin Mobile each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Virgin Mobile should be sent to: General Counsel; Arbitration Office; 12502 Sunrise

Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Virgin Mobile will provide a Notice of Dispute to you in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Virgin Mobile will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Virgin Mobile agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Virgin Mobile may commence an arbitration proceeding or small claims action.

Arbitration Terms, Process, Rules and Procedures

(1) Unless you and Virgin Mobile agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at **jamsadr.com**. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions–not state law–govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Virgin Mobile to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND VIRGIN MOBILE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Virgin Mobile expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Virgin Mobile will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.

(5) An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Virgin Mobile on your behalf.

No Trial By Jury and No Class Actions

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACTITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend, and hold Virgin Mobile and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to VMU , NSSG SBU 1084 S. Laurel Rd., London, KY 40744. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you’ve provided us, by calling you on your Device or any other phone number you’ve provided us, by voice message on your Device or any other phone number you’ve provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it unless we agree to the assignment. We can assign the Agreement without notice.

You cannot in any manner resell Devices or Services to another party. You cannot export any Device. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements–you can't rely on any contradictory documents or statements bysales or service representatives. The rights, obligations, and commitments in the Agreement that–by their nature–would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

[End General Terms and Conditions of Service]

This page intentionally left blank.

This page intentionally left blank.

virginmobileusa.com

©2015 Virgin Mobile USA, L.P. All rights reserved. The Virgin Mobile name and signature and the Virgin Mobile name and logo are registered trademarks of Virgin Enterprises Ltd. and used under license by Virgin Mobile. Other marks are the property of their respective owners

VMU+_G360P_IIB_Eng_PS_012615_R6
Printed in USA GH68-42664A_REV_1.2